

1 FCC's co-location Remand Order?

2 MR. PFAU: If you wanted to object to the  
3 placement of the equipment, it would.

4 MS. McCLELLAN: Would you agree that it's  
5 inefficient for a party to incur costs to co-locate  
6 equipment, prior to determining whether such  
7 equipment qualifies to be co-located?

8 MR. PFAU: No. I think it depends on how  
9 on time the market issues. You can't sit here  
10 waiting forever to get into the market. And if the  
11 market has potential, you have to take some risks  
12 sometimes; and one of those risks might be  
13 deploying equipment that is raised as an issue on  
14 whether it's co-locatable or not.

15 I don't think we would knowingly deploy  
16 something that we couldn't support as being, for  
17 example, a packet switch, but there may be  
18 instances we'd be willing to take the risk.

19 MS. McCLELLAN: I would like to move into  
20 issue III--I'm honestly not sure what the exact  
21 number issue is, I thought I did, but it's the  
22 co-location augment interval for line sharing.

1 MR. RUBIN: Would you like to us put an  
2 agreement between us on the record? The interval?

3 MS. McCLELLAN: Yes. I was about to have  
4 a question first.

5 MR. RUBIN: Okay.

6 MS. McCLELLAN: Well, AT&T and Verizon  
7 have agreed to a co-location augment interval of 45  
8 business days.

9 MR. RUBIN: We will figure out where to  
10 put that in the contract.

11 MS. McCLELLAN: Right.

12 And related to that, I want to look at the  
13 next cross exhibit, which is an order from the  
14 Massachusetts Department of Telecommunications and  
15 Energy, a motion for entry order according to the  
16 terms as stipulated by the parties, and the  
17 attachments thereto.

18 And I would like to have this marked as  
19 Exhibit 42.

20 MR. RUBIN: No objection from AT&T.

21 (Verizon Exhibit No. 42 was  
22 marked for identification.)

1 MS. McCLELLAN: I have a question for  
2 AT&T's counsel, first. With that agreement, would  
3 AT&T agree to stipulate this exhibit into the  
4 record, the admission into the record?

5 MR. RUBIN: Yes.

6 MS. McCLELLAN: Then I would just like to  
7 move this into the record.

8 MR. DYGART: Verizon 42 is admitted.

9 (Verizon Exhibit No. 42 was  
10 admitted into evidence.)

11 MS. McCLELLAN: Now, I would like to turn  
12 to loop qualification issues.

13 AT&T's contract Section 11.2.2.5 seeks  
14 access to loop qualification information to the  
15 same extent as Verizon, its affiliates, or another  
16 unaffiliated carrier; right?

17 MR. PFAU: Without looking back, that  
18 sounds reasonable.

19 MS. McCLELLAN: That's your position;  
20 right?

21 MR. PFAU: Yes.

22 MS. McCLELLAN: Are you familiar with the

1 Bell Atlantic-GTE merger order conditions adopted  
2 by the FCC?

3 MR. PFAU: I can't say I'm an expert on  
4 them, no.

5 MS. McCLELLAN: Are you aware of the  
6 separate data affiliate requirement that was  
7 contained in those conditions?

8 MR. PFAU: I know there was an agreement  
9 to credit a separate affiliate. If you want to  
10 state that it came out of the Bell Atlantic  
11 agreement, I'm willing to accept that.

12 MS. McCLELLAN: And are you familiar with  
13 the FCC's provisions for what would happen if that  
14 requirement sunset?

15 MR. PFAU: You mean can it be  
16 reintegrated?

17 MS. McCLELLAN: No, are you familiar with  
18 what the FCC said would happen in the event it is  
19 reintegrated?

20 MR. PFAU: I don't know I could explain it  
21 to you, no.

22 MS. McCLELLAN: Would you agree that the

1 FCC required that Verizon, in the event it was  
2 reintegrated, that Verizon's advanced services  
3 operations will be required to use the same  
4 wholesale interfaces, processes, and procedures  
5 that are available to other CLECs?

6 MR. PFAU: Are you saying you want me to  
7 accept your testimony to that effect?

8 MR. RUBIN: Are you citing something  
9 specific?

10 MS. McCLELLAN: I'm asking if that is  
11 your--you said that you weren't sure you could  
12 explain to me what the FCC provided, so I'm asking  
13 if that--if it is your understanding or whether you  
14 know, first, whether the FCC required that in the  
15 event of reintegration that Verizon's advanced  
16 services operations would continue to use the  
17 wholesale processes and procedures in place for any  
18 other CLEC.

19 MR. PFAU: I can't say that based on any  
20 review I have recently done.

21 MS. McCLELLAN: Okay.

22 Would you agree that the New York

1 collaborative has been addressing loop  
2 qualification issues along with the line splitting  
3 issues?

4 MR. PFAU: I believe they have.

5 MS. McCLELLAN: And AT&T has been actively  
6 involved in those discussions, have they not?

7 MR. PFAU: I think so.

8 MS. McCLELLAN: All right. Those are all  
9 of my questions on issue III-10.

10 MR. RUBIN: I suggest that we take the  
11 III-10 issues and treat the resale issues  
12 separately later. So, basically I'm suggesting  
13 that AT&T do its cross on III-10 and later we cover  
14 the DSL resale issue.

15 MR. DYGART: That's fine. We will  
16 temporarily excuse this panel and call up Verizon's  
17 witness.

18 MR. RUBIN: If I have a one-minute break,  
19 I'd be ready to come back and do cross.

20 MS. FARROBA: Could we go off the record  
21 for just a minute.

22 (Brief recess.)

1 MR. DYGART: I think if folks are ready,  
2 we will start.

3 MS. McCLELLAN: Before we get started--

4 MR. DYGART: Did you need to do this on  
5 the record?

6 MS. McCLELLAN: Before we get started,  
7 Verizon has an errata to the advanced services  
8 panel's August 30th corrected version of the  
9 testimony, Exhibit 16, which I will pass around.

10 All the errata does is correct the typo of  
11 the year in which line sharing was implemented.  
12 The testimony said 1999, and it should be 2000.

13 MR. DYGART: Okay.

14 Other errata have been coming in as an  
15 exhibit number. Do you want--

16 MS. McCLELLAN: Yes, I ask it be marked  
17 Verizon Exhibit 43 and admitted into the record.

18 (Verizon Exhibit No. 43 was  
19 marked for identification.)

20 MR. DYGART: No objection to admission of  
21 the Verizon Exhibit 43?

22 MR. RUBIN: No objection.

1 MR. DYGART: All right. It's admitted  
2 into the record.

3 (Verizon Exhibit No. 43 was  
4 admitted into evidence.)

5 MS. SCARDINO: We wanted to get back on  
6 the question that was raised earlier about the  
7 outstanding issue that WorldCom has with Verizon in  
8 issue III-10, whether it was deferred as part of  
9 the agreement between AT&T and Verizon.

10 In reviewing the letter sent to the  
11 parties, Verizon and AT&T and WorldCom on  
12 September 25th, relating to the deferral of issues  
13 between AT&T and Verizon, it specifically states  
14 that issues--any issue that WorldCom had raised is  
15 not deferred as a result of this agreement between  
16 AT&T and Verizon. Therefore, we still would like  
17 to go forward on our outstanding issue in III-10.

18 MS. McCLELLAN: And it is Verizon's  
19 position that because this issue is directly tied  
20 up in access to NGDLC loops, which is AT&T's issue  
21 V-9, because the upgrade their language references  
22 would be an upgrade of DLC loops to the NGDLC loops



1 as defined by AT&T in their language in issue V-9,  
2 and so it is our view that WorldCom's issue should  
3 also be deferred, and that the specific contract  
4 language should also be deferred because of the  
5 same issue.

6 MS. SCARDINO: We don't feel it's proper  
7 to defer the issue because the language that we are  
8 proposing merely asks for a statement that we are  
9 provided nondiscriminatory access to any facilities  
10 that Verizon upgrades to accommodate DSL out of  
11 remote terminals.

12 MS. McCLELLAN: And it is Verizon's  
13 position that that is the current state of the law  
14 anyway, and so any specific contract language  
15 stating that is unnecessary. And to the extent  
16 parties believe it's necessary, it should be  
17 addressed with the issue of access to the NGDLC.

18 MS. SCARDINO: And if that is the current  
19 state of the law, WorldCom does not believe that  
20 Verizon should have a problem with incorporating it  
21 into the agreement, and it should not be deferred.

22 MR. DYGART: Hold on just a minute, would

1 you?

2 (Board conferring.)

3 MR. STANLEY: It's our understanding that  
4 WorldCom has asked to defer just about all of the  
5 other III-10 issues except for this one, and you  
6 haven't asked--

7 MS. SCARDINO: Not to defer, but to  
8 resolve the issue.

9 MR. STANLEY: WorldCom has agreed to  
10 settle or resolve most of the III-10 issues except  
11 for this one that we have just been talking about,  
12 and if you're not asking to defer it, we would let  
13 you go ahead and--that issue remains open, and you  
14 could cross-examine the panel to the extent you  
15 have questions.

16 MS. SCARDINO: We don't have any questions  
17 of the panel. We feel it's a legal issue which we  
18 could certainly brief. But if you have questions,  
19 we could certainly bring our folks back as well.

20 MR. STANLEY: Okay.

21 MR. RUBIN: I'm Richard Rubin,  
22 representing AT&T. And we are going to be talking

1 about--

2 MS. McCLELLAN: Excuse me.

3 MR. DYGART: We have a couple of unsworn  
4 witnesses.

5 MS. FARROBA: Were they all identified for  
6 the record?

7 MR. DYGART: They will be.

8 Could each of you identify yourselves for  
9 the record, and we will swear the two that do not  
10 remain that the remain under oath.

11 MR. ROUSEY: Richard Rousey.

12 MR. WHITE: John White, Verizon.

13 MS. CLAYTON: Rosemary Clayton, Verizon.

14 MR. RICHARD: John Richard for Verizon.

15 Whereupon,

16 ROSEMARIE CLAYTON

17 JOHN RICHARD

18 were called for examination by the Commission and,  
19 after having been duly sworn by the notary public,  
20 were examined and testified as follows:

21 CROSS-EXAMINATION

22 MR. RUBIN: Thanks. In order to put some

1 of this in perspective, there are nominally 15, I  
2 guess now 14 subissues left under 3.10, and just so  
3 it's clear to everyone, I think it's appropriate to  
4 bucket many of these issues, so as I start to deal  
5 with subissue numbers, I will try to identify those  
6 for everyone.

7           The first bucket is essentially issue  
8 III-10-A, and III-10-B-1, and then there will be  
9 some subsidiary items that fall in along the way.

10           And as a predicate to all this, I guess I  
11 want to take a couple of notes from the first day's  
12 testimony. First of all, I take Verizon's  
13 counsel's representation at its word, and that is  
14 that Verizon is interested in ensuring the  
15 principles of nondiscrimination described in  
16 appropriate ways in the contract, and also, I  
17 think, the testimony on Tuesday indicated that use  
18 of the term applicable law leads to a lot of  
19 questions. And so it's AT&T's desire to have a  
20 contract that gets to as much detail as is  
21 reasonable--

22           MS. FAGLIONI: Is there a question here?

1 MS. FARROBA: Right.

2 MR. RUBIN: Let me get started.

3 Would you, members of the panel, please  
4 turn to the rebuttal testimony dated August 17th on  
5 advanced services at page 34.

6 MS. McCLELLAN: Just so the record is  
7 clear, the exhibit that Verizon offered is the  
8 corrected version of the rebuttal testimony that's  
9 filed on August 30th that should have replaced the  
10 August 17th. It probably won't affect your  
11 questions, but I wanted to--

12 MR. RUBIN: I actually wasn't focused on  
13 that fact.

14 At least on my page 34, it begins the  
15 discussion of issue III-10-B-1. And it talks about  
16 line splitting.

17 And the answer to Verizon's response to  
18 this subissue in the first paragraph says, if you  
19 just follow along, to the extent that VADI--that is  
20 Verizon advanced services affiliate--enters into  
21 line splitting arrangements with a UNE-P voice  
22 provider, and to the extent the UNE-P provider

1 authorizes VADI to place orders on its behalf, the  
2 ordering process is used by VADI to order a line  
3 splitting arrangement will be identical to those  
4 used by any other CLEC (whether a UNE-P provider or  
5 a DLEC) ordering a line splitting arrangement.

6           Quick question. Has VADI or Verizon, to  
7 your knowledge, entered into any line splitting  
8 arrangements with any UNE-P CLECs?

9           MS. CLAYTON: Not that I'm aware of.

10           MR. RUBIN: In fact, hasn't Verizon argued  
11 in many contexts that they can't be required--that  
12 is, Verizon or its advanced data affiliate couldn't  
13 be required to enter into such an arrangement with  
14 a CLEC?

15           MS. CLAYTON: I'm not familiar with that,  
16 and I can't speak for VADI.

17           MR. RUBIN: Okay. But in all events, that  
18 doesn't really deal with the issue of line  
19 splitting for another CLEC, does it?

20           MS. CLAYTON: Is your question whether  
21 VADI's decision whether they'll become involved in  
22 a line splitting arrangement with another CLEC have

1 anything to do with arrangements that CLECs can  
2 enter into among themselves?

3 MR. RUBIN: No.

4 MS. CLAYTON: Okay.

5 MR. RUBIN: Does it affect what AT&T is  
6 asking for here in the way of line splitting in  
7 terms of contract language? You only talked about  
8 the potential of Verizon entering into an agreement  
9 with someone else. Doesn't answer the question,  
10 does it, of what should the contract provisions be  
11 relating to line splitting?

12 MS. CLAYTON: Whatever arrangement VADI  
13 enters into with another CLEC in regards to line  
14 splitting, the same arrangements and the same  
15 partnership agreements they enter into would have  
16 to be the same as any other CLEC.

17 MR. RUBIN: But you have no such  
18 agreements now; right?

19 MR. WHITE: In the collaborative, AT&T  
20 said they did not want a line split with VADI.

21 MR. RUBIN: All I'm trying to do is to see  
22 whether your rebuttal testimony actually responds

1 directly to the question.

2 MS. CLAYTON: Let me see if I could answer  
3 it this way: VADI operates as a CLEC today.  
4 Anything that VADI does, meaning any interactions  
5 with Verizon, interactions with CLECs, would have  
6 to be negotiated in the same manner that CLECs have  
7 to negotiate contracts today. The contract terms,  
8 conditions, and pricing that we negotiate with the  
9 CLEC are the same ones that would apply to Verizon  
10 advanced data.

11 MR. RUBIN: I appreciate that. But the  
12 answer to my question before, was it not, was that  
13 you have no such agreements today?

14 MS. CLAYTON: I'm not aware of any.

15 MR. RUBIN: Right.

16 The next few lines at line 18--

17 MS. FARROBA: I'm sorry, excuse me. What  
18 is the contract language that you were talking  
19 about? Were you reading some contract language  
20 earlier, or was it testimony?

21 MR. RUBIN: This was--what I was  
22 questioning about?



1 MS. FARROBA: Yes.

2 MR. RUBIN: In their rebuttal testimony on  
3 page 34, lines 12 through 16 so far.

4 MS. FARROBA: Thank you.

5 MR. RUBIN: I meant lines 18 and 19.

6 The rest of your answer starts off with,  
7 "Likewise, the line sharing ordering process used  
8 by VADI is the same as the line sharing ordering  
9 process used by any other DLEC." That is a correct  
10 statement of your testimony; right?

11 MS. CLAYTON: That's what it says.

12 MR. RUBIN: And again, that deals with  
13 line sharing, not line splitting; right?

14 MS. CLAYTON: That sentence deals with  
15 line sharing.

16 MR. RUBIN: Right. So, as I'm looking at  
17 your response on 3.10.3.1, I don't see anything  
18 directly dealing with the requests that AT&T has  
19 made with respect to line splitting. Would that be  
20 a correct characterization of your answer?

21 MS. CLAYTON: Which requests are you  
22 referring to, please?

1 MR. RUBIN: Have you looked at AT&T's  
2 contract?

3 MS. CLAYTON: Yes, I have.

4 MR. RUBIN: And, in fact, just for the  
5 record, as a matter of information and hopefully a  
6 useful guide, I have provided not even as an  
7 exhibit AT&T's contract language that appeared with  
8 the original filing.

9 Do you know what exhibit that is? AT&T  
10 1-B.

11 MS. CLAYTON: Is this the one you just  
12 handed us?

13 MR. RUBIN: It's schedule 11.2.17 of  
14 AT&T's proposed contract language. As I say, this  
15 is not marked for an exhibit because it's already  
16 in the record. It's just a handy guide to have  
17 with us.

18 MS. CLAYTON: I would like to make a  
19 comment, please. This was just handed to us now  
20 prior to us meeting in this panel, so we have not  
21 had an opportunity to go over this entire--

22 MR. RUBIN: This is contract language that

1 was presented many months ago in connection with  
2 our petition.

3 MS. CLAYTON: Okay. When I'm trying to  
4 say, though, is this is not part of what we  
5 reviewed as far as the material here presented on  
6 the--JDP.

7 MR. WHITE: We don't work on the  
8 individual wording of the contract language. I'm  
9 here to talk about, and that we have processes in  
10 place for AT&T to order line sharing that we are  
11 working on the line splitting, and all those things  
12 exist today, and VADI could be handled just like a  
13 DLEC. All those things are functional today, the  
14 things you're highlighting. The words, I don't see  
15 the words that show that we don't have what you're  
16 asking for.

17 MR. RUBIN: Well, that's what I planned to  
18 talk about this afternoon. But is it clear  
19 then--have you all said that you have not read  
20 AT&T's contract language? Is that a correct  
21 statement?

22 MS. CLAYTON: I did not say that.

1 MR. RUBIN: Okay.

2 MS. CLAYTON: All I said was this document  
3 was just handed to us, and this is not the same  
4 information we reviewed as the JDP. We have not  
5 had an opportunity to match this to the JDP to see  
6 if it includes the same language.

7 MR. RUBIN: If I represent to you that  
8 that is a photocopy of material taken from our  
9 initial exhibit, will you accept that you have had  
10 a chance to look at that before?

11 MS. CLAYTON: Yes.

12 MR. RUBIN: Thank you.

13 Now, have you reviewed it before?

14 MS. CLAYTON: Your proposed contract  
15 language?

16 MR. RUBIN: Yes.

17 MS. CLAYTON: Yes, I have.

18 MR. RUBIN: Okay. When we discussed the  
19 concept of parity or nondiscrimination as we go  
20 forward this afternoon, I believe there was at  
21 least one of the Verizon witnesses the other day  
22 discussed the fact that in this context parity

1 refers to a performance result, not necessarily a  
2 process.

3 MS. McCLELLAN: Can you clarify in what  
4 context that question is referring.

5 MR. RUBIN: It was part of the testimony  
6 on Tuesday in this room.

7 MS. McCLELLAN: I don't believe that the  
8 advanced services panel was part of that panel, and  
9 I don't think there is a foundation that they would  
10 know what context you're referring to.

11 MR. RUBIN: I would be happy to rephrase  
12 the question.

13 MS. McCLELLAN: Okay.

14 MR. RUBIN: Would you agree with me that  
15 parity, as used in those contexts, typically refers  
16 to a performance result, not necessarily a specific  
17 process?

18 MS. McCLELLAN: And again, I'm going to  
19 ask you to clarify what you mean in these contexts.  
20 What contexts?

21 MR. RUBIN: In the context of this  
22 agreement that we are negotiating.

1 MR. WHITE: There are performance  
2 measurements that are used to determine whether or  
3 not parity is being met.

4 MR. RUBIN: Okay.

5 Now, would you look at pages 19 and 20 of  
6 your rebuttal testimony from August 17. And in  
7 that context, without reviewing those specific  
8 words, you would agree, wouldn't you, that line  
9 sharing and line splitting are similar from a  
10 central office perspective; right?

11 MR. WHITE: That's very vague. There's  
12 many things that are common, and there's many  
13 things that are not common.

14 MS. CLAYTON: There is an enormous amount  
15 of operational differences as well between line  
16 sharing and line splitting.

17 MR. WHITE: They can be wired similarly.  
18 They may not necessarily be wired similarly. They  
19 may have similar testing functionality. They may  
20 not have similar testing functionality, depending  
21 on the configuration.

22 MS. CLAYTON: In addition, there are a lot

1 of arrangements that need to be made between  
2 parties that are different between line sharing and  
3 line splitting.

4 MR. RUBIN: Okay. I would like to have  
5 marked as an exhibit--this is AT&T 26.

6 (AT&T Exhibit No. 26 was  
7 marked for identification.)

8 MR. RUBIN: It's Verizon's response--

9 MS. FARROBA: Before you ask questions,  
10 can we get our copies?

11 MR. RUBIN: I'm identifying the document.  
12 It's Verizon's response to data request number  
13 3-31.

14 Mr. White, would you read the answer to  
15 subparagraph C which is at the bottom of that page.

16 MR. WHITE: Well, I should read the  
17 question and then the answer.

18 MR. RUBIN: Would you read the answer,  
19 please.

20 MR. WHITE: There are no differences  
21 between the support offered for line splitting and  
22 line sharing arrangements.

1 MR. RUBIN: Thank you.

2 MR. WHITE: It doesn't mean that there  
3 might not be different--

4 MR. RUBIN: Excuse me. I will ask another  
5 question. I will be happy to have your answer--

6 MS. McCLELLAN: I would ask that you let  
7 the witness finish the answer to your original  
8 question.

9 MR. RUBIN: The question was to read what  
10 it said.

11 MR. DYGART: I think we could proceed.

12 MR. WHITE: That isn't the answer to the  
13 previous question.

14 MR. RUBIN: I would like to now pass out  
15 as AT&T 27 Verizon's response to AT&T's data  
16 request 1-36.

17 (AT&T Exhibit No. 27 was  
18 marked for identification.)

19 MR. DYGART: Are you moving that AT&T 26  
20 be admitted?

21 MR. RUBIN: I would be pleased to do so.

22 MS. McCLELLAN: No objection.



1 MR. DYGART: It's received.

2 (AT&T Exhibit No. 26 was  
3 admitted into evidence.)

4 MR. RUBIN: AT&T question says, "Please  
5 state any differences in the support Verizon will  
6 provide for loop-switch port-shared transport  
7 combinations relating to line splitting compared to  
8 support Verizon provides to retail customers for  
9 their voice services in a line sharing arrangement,  
10 and provide the reasons for any such differences."

11 The reply, and please correct me if I'm  
12 wrong, is, "Subject to its previously filed  
13 objections and without waiver of the same, Verizon  
14 Virginia responds as follows: Verizon provides the  
15 same support for line splitting as line sharing.  
16 Loop qualification, ordering, provisioning,  
17 maintenance, and billing systems are all updated to  
18 reflect the same support for line splitting as line  
19 sharing."

20 Is that a correct reading of the question  
21 and answer?

22 MS. CLAYTON: That's what it says.

1 MR. RUBIN: Thank you.

2 MR. WHITE: We provide the same support.  
3 However, if you do not order or have a different  
4 configuration, the outcome may be different.

5 MR. RUBIN: Let me ask you this question:  
6 To the extent that line sharing and line splitting  
7 are similar in their configurations, there is no  
8 reason why the contract provisions relating to  
9 those two different methodologies should be  
10 different, is there?

11 MR. WHITE: If you would like to have  
12 detail that we will have wide band testing, that  
13 there will be splitter signatures, all of the  
14 features and functionalities that have been built  
15 into line sharing would also be built into line  
16 splitting, then we could have many more things in  
17 parallel. But I think it wouldn't be prudent to  
18 put in contract language that level of detail and  
19 specificity.

20 MR. RUBIN: I believe that's for AT&T to  
21 ask, and my understanding from your answer is that  
22 the work you do for comparable arrangements is the

1 same, whether it's called line sharing or line  
2 splitting; is that correct?

3 MR. WHITE: We provide an offer, but you  
4 would not necessarily select and install in the  
5 same configuration.

6 MS. CLAYTON: As I mentioned a few  
7 questions ago, there are a lot of operational  
8 differences between line sharing and line  
9 splitting. The contract language does have to be  
10 different in sections for a very good reason.

11 MR. RUBIN: In some places that may well  
12 be right.

13 In fact, at pages 19 and 20 of your  
14 rebuttal testimony, going back there, Verizon, in  
15 fact, identifies two kinds of differences between  
16 line sharing and line splitting. One relates  
17 maintenance, and one relates to billing. And I  
18 think AT&T would agree with Verizon that there may  
19 need to be some sort of coordination with respect  
20 to who is entitled to place a trouble ticket or  
21 disconnect order when you have line splitting, but  
22 that would only apply if there are two different

1 CLECs involved; right?

2 MS. CLAYTON: What, the decision as far as  
3 who is going to be placing the trouble?

4 MR. RUBIN: Well, the testimony from the  
5 panel was that among the differences between line  
6 sharing and line splitting, the two that you  
7 pointed out, one relating to maintenance and one  
8 related to billing, you pointed out the fact that  
9 if there are two different carriers involved in  
10 line splitting, this issue of who is responsible  
11 for submitting trouble tickets, for example; is  
12 that correct?

13 MS. CLAYTON: That's correct, and those  
14 issues were worked out in the DSL collaboratives in  
15 New York when line splitting was the subject of the  
16 collaborative. We worked outside those various  
17 procedures for maintenance and who would be  
18 responsible when certain maintenance tickets were  
19 reported.

20 MR. WHITE: All those details, though, in  
21 the collaborative have not been fully tested  
22 because in AT&T's scenario you're line splitting

1 with yourself.

2           So, I think to answer your question, you  
3 would be both the data CLEC and the voice CLEC.

4           MR. RUBIN: There shouldn't be a  
5 difference in terms of who submits a maintenance  
6 request; right?

7           MR. WHITE: Unless you have two different  
8 divisions, one that does broadband and one that  
9 does telephony, then I don't know. There may  
10 be--we've dealt with--there's many different  
11 departments and different OSSs within AT&T, some  
12 that have UNE-P type of software and some that have  
13 loop and port type of software, and some that have  
14 data. So I'm not so sure we haven't had the volume  
15 of orders to test to see if that works yet in those  
16 kind of situations.

17           So, I would still say that that's the  
18 intent, to work through all those things in the  
19 pilot.

20           MR. RUBIN: Would you look at AT&T's  
21 contract language Section 1.3.5, please.

22           I put it up on the screen, if you could

1 turn the screen on.

2           And for the record and for everyone here,  
3 AT&T is willing to delete the second sentence of  
4 Section 1.3.5. It relates really to a different  
5 issue; that is, the application of the results of  
6 the New York DSL collaborative to this contract.

7           MR. WHITE: I don't see the period. Where  
8 does the first sentence end and the second one  
9 begin?

10           MR. RUBIN: The second sentence starts on  
11 line two.

12           MR. WHITE: Okay. Line three?

13           MR. RUBIN: So, the first sentence of  
14 1.3.5 says, "Verizon shall provide  
15 nondiscriminatory operational support to AT&T and  
16 any authorized agent for the purpose of line  
17 splitting."

18           That's not objectionable, is it?

19           MR. WHITE: I can't tell you--talk about  
20 the philosophy. I don't get into contract language  
21 and how this relates to other pieces in the  
22 contract.

1 MR. RUBIN: Do you have any witnesses who  
2 could talk about the contract language? Because  
3 that's what we are here to do.

4 MR. WHITE: What I'm trying to tell you--

5 MS. McCLELLAN: Excuse me, I'd like to  
6 object to his characterization of that. I believe  
7 the panel is here to address the issues that AT&T  
8 put forth, and that their contract negotiators that  
9 are addressing the specifics of the contract  
10 negotiations. And why the contract negotiators may  
11 have be objected to specific language. These  
12 witnesses in the advanced services panel is here to  
13 address the issues that AT&T has raised and that  
14 their contract language raises in general. Not the  
15 specific provisions and why somebody might have  
16 objected to something in the negotiations.

17 MR. RUBIN: Then with all due respect, we  
18 have the wrong witnesses here because we are here  
19 to talk about a contract. Do you have your  
20 contract negotiators here? Are they available?

21 MS. FAGLIONI: I think he's being a little  
22 bit dramatic here. Our contract negotiators are

1 the ones who will ultimately sign off on whether  
2 Verizon agrees to language or not. You can ask  
3 these witnesses to the extent that they are here to  
4 testify on the issues what their responses or what  
5 problems they see, but don't ask them if they're  
6 agree. They are not sitting here authorized to  
7 agree with contract language here today. That's  
8 the point. What Mr. White is pointing out and what  
9 he has pointed out is that there are many ways in  
10 which contract language interrelates. And they  
11 don't know the whole contract start to finish, so  
12 they are not authorized to sit here and agree to  
13 specific language or not.

14 MR. DYGART: How about if, Mr. Rubin, you  
15 conduct your examination on these witnesses,  
16 understanding of the effect of this contract with  
17 respect to the issues that you're concerned about,  
18 and--

19 MS. FARROBA: Actually, they are  
20 testifying to the meaning behind the language;  
21 isn't that correct?

22 MS. FAGLIONI: He's free to ask them sort